



Nicholas A. Toumpas  
Commissioner

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Director

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND**  
**HUMAN SERVICES**

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**NH EPHT SECURE PORTAL Authorized Secure User Account Application**

By submitting this application, you are requesting authorization to access a secure level of data and to perform ad hoc queries of data within NH EPHT SECURE PORTAL.

**Section A: Individual and Organization Requestor Information**

Date			
First Name	MI	Last Name	Suffix
Credentials (E.G.: RN, PHD, DVM)	Title/Position		
Organization/Office/Bureau			
Address			
Telephone Number	Fax Number	E-mail Address	
Overall Responsible Party's Name and Title			
Overall Responsible Party's Telephone Number			
Signature		Date	

☐ I have read the User Agreement below (p3, section C) and agree to its terms and conditions.

**Section B: Use of the Data**

Please describe in a brief paragraph your proposed use of county level data in NH EPHT SECURE PORTAL and/or your need to perform ad hoc queries of NH EPHT SECURE PORTAL data:

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Upon Completion, submit to the Department of Public Health (DPHS), Department of Health and Human Services (DHHS), Bureau of Public Health Statistics and Informatics (BPHSI), Environmental Public Health Tracking Program

<b>By Postal Mail To:</b> DPHS/DHHS/BPHS I/EPHT  ATTN: NH EPHT SECURE PORTAL Secure Access Request  29 Hazen Dr. Concord, NH 03301	<b>By Email To:</b> <a href="mailto:claire.gendron@dhhs.state.nh.us?subject=NH%20EPHT%20SECURE%20PORTAL%20secure%20access%20request">mailto:claire.gendron@dhhs.state.nh.us?subject=NH EPHT SECURE PORTAL secure access request</a>	<b>By Fax To:</b>  (603)271-7623
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## Section C: User Agreement

By submitting this application, you will be legally bound to the following terms and conditions related to accessing and using data available through the NH EPHT Secure Portal ). If you do not agree to these terms and conditions, you should not request an account. **Note:** References to “you” mean the user requesting an account, both individually and as a representative of any organization on whose behalf you may be accessing the NH EPHT Secure Portal.

1. **Personal Use Only.** The NH EPHT Program grants you a revocable, non-exclusive, and nontransferable license to access and use those portions of the Site for which you have subscribed or registered solely for your personal use, and not in connection with any commercial enterprise, service bureau, or business, and conditioned on your continued compliance with these Terms. If you are accessing the Site on behalf of an employer or other organization, this license is personal to you for non-exclusive internal business use only, and not for redistribution, creation of derivative works, operating a service bureau, or providing services to others. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Site. You are responsible for maintaining the confidentiality of your password and accounts, and are solely responsible for any unauthorized use by others of your account and of any materials you upload to the Site. Please notify us of any unauthorized use of the Site of which you become aware. THIS IS NOT A SITE LICENSE.

### **Permitted Uses.**

1. Your Site password authorizes you to access de-identified aggregated data to the county level. You are not permitted to access confidential data or de-identified data at the record or street level. Any attempt to identify individuals through any method is expressly prohibited and punishable under state law. Data, statistics, or information derived from the data that directly or inferentially identifies any individual(s) (including cases, family members, or providers) shall not be published or released in any form.

2. The linkage of data from NH EPHT SECURE PORTAL to other databases is prohibited. No attempt to match information with other databases is permitted. Any attempt to identify individuals through any method including linkage is expressly prohibited and punishable under state law
3. The requestor acknowledges that criminal liability under New Hampshire state statutes for vital records, and cancer registry data, including possible class B felony charges, may apply with respect to any disclosure of information that is inconsistent with the terms of this agreement.
4. Commercial use, *i.e.*, sale or distribution for profit, of the requested health data is not permitted.
5. Any report using data or statistics derived from NH EPHT SECURE PORTAL data that has been prepared for publication, public presentation, or distribution shall acknowledge the Environmental Public Health Tracking Program, Division of Public Health Services, NH Department of Health and Human Services as the source of data in any and all reports, or publications, or presentations generated by the requestor from these data.
6. The requestor also agrees to specify that the analyses, conclusions, interpretations, and recommendations drawn from such data are solely those of the requestor, and are not necessarily those of the Department of Health and Human Services.
7. The requestor further acknowledges that criminal penalties under Federal privacy statutes may apply if it is determined that the requestor, or any individual employed or affiliated therewith, knowingly and willfully obtained access to NH EPHT SECURE PORTAL using under false pretenses.

**Restrictions on Use.**

Notwithstanding the foregoing, you may not

- a. provide your Site password to or share it with others in any systematic basis for use by others, or post your user name and password on any web site or intranet so that others may learn it and use it, or in any other way use your password as a means to circumvent the need for others to become Authorized Users in their own name. THIS IS NOT A SITE LICENSE.

- b. use robots or spiders or other automated device or manual process to monitor or gather any data from the Site or its users;
- c. place a link to the internal pages of any password-protected portions of the Site on any Web site, intranet, or extranet without the prior written permission of the EPHT Program;
- d. use the Site in violation of applicable local, state, national, and international laws, rules, and regulations;
- e. create multiple user accounts or create user accounts by automated means or under false or fraudulent pretenses;
- f. intentionally distribute harmful code including "spyware" or "malware" through or from the Site, or engage in a denial of service attack on the Site or its users;
- g. use the Site for any fraudulent or inappropriate purpose, including hoaxes and "phishing";
- h. generate or facilitate unsolicited commercial e-mail ("spam"), including in violation of the CAN-SPAM Act or any other applicable anti-spam law; or create false accounts for the purpose of sending spam; or
- i. mine the Site to find e-mail addresses or other user data.

Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you (and your employer if you are accessing the Site on behalf of an organization) to civil and criminal penalties and damages. The EPHT Program reserves the right, but shall have no obligation, to investigate your use of the Site in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process, or governmental request.